

define said writing area, [and further] said writing area being isolated from said liquid containing portion at a bottom end of said bag spaced from [an] a top end opening defined in a top end of said bag through which milk is introduced into said liquid containing portion, [which] said top end opening [is] being also sized for attachment of said bag to a breastpump, whereby when milk is expressed into said liquid containing portion of said bag said integral writing area remains free of milk therebelow and is freely accessible for writing thereon;

a pour spout portion formed integral with said bag and defined by said first seal, said pour spout being at said bottom end and contiguous with said writing area along [a side] an inboard side of said first seal defining said writing area, said inboard part of said first seal means forming a stop when said spout is opened;

a second seal joining said front and back sheets adjacent said top end, said second seal being releasable and defining said opening when peeled apart, said first and second seals rendering said first and second sheets initially hermetically sealed; and

tie means for closing said opening after admission of breastmilk into said bag, said bag further having two holes formed therein for receiving said tie means, said holes being on opposite sides of said opening and isolated from said liquid containing portion.

REMARKS

The Claims currently stand rejected on prior art previously applied against the Claims, although in some instances the art has been differently recombined. Claim 6 has been rejected as anticipated by Grindrod, U.S. 3,740,237. The remaining Claims have been rejected as obvious in view of various combinations of Yanase U.S. 4,600,104, Graham U.S. 3,905,477 and Korn, U.S. 3,716,182. Reconsideration of the rejections in view of the present amendments and these, and past, remarks is requested.

Applicants will not reiterate all of the distinctions over the foregoing prior art set forth most recently in the Appeal Brief, but instead will simply highlight some of the most significant brought out by the instant amendments to the Claims. The Examiner is nonetheless referred to the inventive features as distilled in the "Grouping of Claims" portion of that Brief, and the related text in the Brief's "Summary of the Invention" beginning at p. 3.

First, and with respect to Claim 6, it has now been made clear, if it was not so earlier, that the Claim is directed to a breastmilk bag that is provided in an empty condition. Milk is added after it is opened through its releasably sealed opening. Grindrod therefore cannot anticipate this Claim, since Grindrod only discloses a package which is formed with the contents initially enclosed. The product in Grindrod is accessed via a releasable seal; it is not opened via that seal from an initially closed state, with the contents then added, at least as far as Applicants can determine from Grindrod's disclosure. In the case of Applicants' bag, once the bag's releasable seal is broken, other means are used (e.g., the tie) to reclose the bag. Grindrod's releasable seal is simply not directed to the beginning, or end, contemplated by Applicants.

Yanase likewise fails to teach or suggest Applicants' invention. As previously stated in past Remarks, while Yanase discloses a milk bag that is initially hermetically sealed, Yanase only discloses a tear-open mechanism to create an opening for expressing milk into the bag.¹ Applicants have greatly improved upon the type of bag shown in Yanase through the noted releasable seal, which leaves a clean opening without risk of deforming or destroying the bag through a tearing operation.

¹ The Examiner made reference with respect to the rejection of Claim 10 that "Yanase shows a second seal (unlabelled), wherein the second seal is releasable and defining an opening...", citing to col. 8, ln. 30-40. No such disclosure could be found, however, either at the indicated part of the patent or anywhere else. Yanase only shows a tear-open bag, as far as Applicants read it.

Independent Claims 12 and 19, therefore, also cannot be obvious in view of Yanase and Graham for the simple reason that no releasable seal for the opening is provided by either reference.

The Examiner does not make the combination of Grindrod and Yanase for rejection. Applicants nonetheless reiterate their position expressed in past Remarks, and the Appeal Brief, that such a combination is improper.

Independent Claim 8 stands on its own for its inclusion of a writing area which does not overlie the portion of the container with milk in it. This prevents puncturing of the liquid-containing portion when writing upon the bag after it has been filled. Claim 8 has now, however, been further amended to bring out the unique arrangement of the writing area and the pour spout, as shown in one embodiment. What Applicants have provided in this Claim 8 is a writing area which has its inboard side serving as a stop for the spout. That is, when the spout is opened to pour out the milk, it will tear to the first seal line of the writing area and stop, thereby forming a spout with a desired sized outlet.

While Graham does show a separate writing area on the pouch, it does not have a spout associated with the writing area. Moreover, Yanase has a notched spout, but no stop. The claimed combination of writing area and spout which interact in this manner is simply not shown or suggested by these references. Claim 8, and 19 which was also amended to include the foregoing combination, should therefore be allowed on this basis.

As for the remaining dependent Claims, Applicants note that Claim 10 adds the releasable seal limitation to the subject matter of Claim 8, and should therefore be allowable for the additional reasons expressed as to Claims 6 and 12 in this regard. Claim 11 has been amended to distinguish the arrangement in Korn, now setting forth that the holes for the tie are

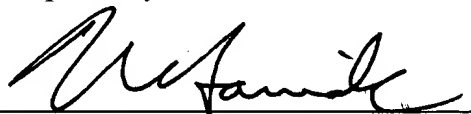
isolated from the liquid containing portion of the bag. The same distinction has likewise been added to Claim 19.

It is therefore urged that the Claims are now, at long last, in condition for allowance. A Notice of Allowability is once again eagerly awaited.

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "M. Baniak", written over a horizontal line.

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